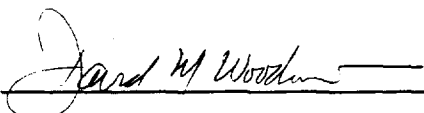


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 10th day of April, 1997.

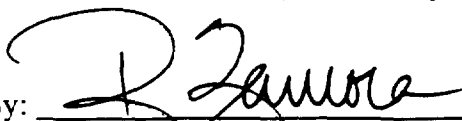
Cox Oklahoma Telcom, Inc.

By: 

Printed: DAVID M. WOODMAN

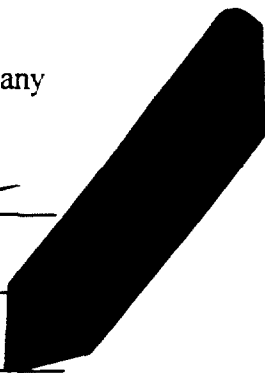
Title: PRESIDENT

Southwestern Bell Telephone Company

By: 

Printed: Ricardo Zamora

Title: VP-Local Interconnecti



PHYSICAL COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

COX OKLAHOMA TELECOM, INC.
as "Interconnector"

for

Physical Collocation

at

Oklahoma City - Central

TABLE OF ARTICLES

ARTICLE I - PREMISES	1
ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL	3
ARTICLE III - TERM	4
ARTICLE IV - PREMISES CHARGES	4
ARTICLE V - INTERCONNECTION CHARGES	8
ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT	8
ARTICLE VII - USE OF PREMISES	9
ARTICLE VIII - STANDARDS	12
ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR	13
ARTICLE X - QUIET ENJOYMENT	15
ARTICLE XI - ASSIGNMENT	15
ARTICLE XII - CASUALTY LOSS	15
ARTICLE XIII - RE-ENTRY	16
ARTICLE XIV - LIMITATION OF LIABILITY	16
ARTICLE XV - INDEMNIFICATION OF SWBT	18
ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES	18
ARTICLE XVII - LIMITATION OF ACTIONS; DISPUTE RESOLUTION	19
ARTICLE XVIII - SUCCESSORS BOUND	19
ARTICLE XIX - CONFLICT OF INTEREST	19
ARTICLE XX - NON-EXCLUSIVE REMEDIES	19
ARTICLE XXI - NOTICES	20
ARTICLE XXII - COMPLIANCE WITH LAWS	20
ARTICLE XXIII - OSHA STATEMENT	21
ARTICLE XXIV - INSURANCE	21
ARTICLE XXV - SWBT'S RIGHT OF ACCESS	24
ARTICLE XXVI - PURPOSE AND SCOPE OF AGREEMENT	24
ARTICLE XXVII - MISCELLANEOUS	25

PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this ____ day of _____, 19__ by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and Cox Oklahoma Telcom, Inc.(Cox), a Delaware corporation ("Interconnector").

WITNESSETH

WHEREAS, SWBT is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements" at its premises, 47 U.S.C. 251(c)(6);

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with SWBT;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Interconnector (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Cox the right to use the premises described on Exhibit __1__ ("Premises"), attached and incorporated herein, within real property at 121 Dean A. McGee in the City of Oklahoma City, County of Oklahoma, State of Oklahoma.

1.2 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another SWBT wire center, Cox is required to do so. In such an event, Cox shall be responsible for the preparation of the new premises at the new location if such relocation arises from circumstances not initiated by SWBT and beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Building uneconomical in SWBT's sole and reasonable judgment. Otherwise SWBT shall be responsible for the cost of all such preparation and moving and associated expenses.

In the event that Cox requests that the Premises be moved within the Building or to another SWBT wire center, SWBT shall permit Cox to relocate the Premises, subject to the availability of space and associated requirements. Cox shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises and the new wire center as applicable.

In either such event, the new premises shall be deemed the "Premises" hereunder and the new wire center the "Building."

1.3 The Premises. SWBT agrees, at Cox's sole cost and expense, as set forth herein, to prepare the Premises in accordance with working drawings and specifications in Exhibit 1, are attached and incorporated herein. The preparation shall be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After Cox has made the initial payments required by Section 4.4 and the state regulatory approval is obtained in accordance with Section 2.1 hereof, SWBT agrees to pursue diligently the preparation of the Premises for use by Cox.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the parties shall submit it to the Oklahoma Corporation Commission as required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

2.2 Failure to Receive Approval. In the event that the comprehensive Interconnection Agreement does not receive such unqualified approval, this Agreement shall be void after such regulatory action becomes final and unappealable. Thereafter Cox may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

2.3 Preparation Prior to Regulatory Approval. At the written election of Cox SWBT shall begin preparing the Premises for Cox prior to receiving the approval required by Section 2.1 hereof. The sole evidence of such election shall be the payment to SWBT of the initial payments specified in Sections 4.4. Payment to SWBT of the remaining charges under these Sections shall be due upon completion. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the Premise preparation. In the event that the Agreement does not become fully effective as contemplated by this Article, Cox shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by Cox, Cox shall pay those costs within thirty (30) days of notice by SWBT. In the event that SWBT or another Interconnector obtains direct beneficial use of any of the

results of Cox's expenditures within twelve (12) months of such expenditures, the amount paid by Cox for that which provides such beneficial use shall be refunded.

ARTICLE III - TERM

3.1 Commencement Date. This Agreement shall be in effect for a period of three years, beginning on the "Commencement Date." After the expiration of the initial term, this Agreement shall continue in effect on a month-to-month basis until terminated by either party. The "Commencement Date" shall be the first day after this Agreement becomes effective in accordance with Article II hereof.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify Cox that the Premises is ready for occupancy within one hundred nineteen (119) days after receipt of the payments due under Sections 4.4. Cox must begin to place operational telecommunications equipment in the Premises, and begin testing of connection with SWBT's network within sixty (60) days after receipt of the notice; of potential occupancy and the acceptance of the space by Cox, provided, however, that such 60-day period shall not begin until regulatory approval is obtained under Article II. If Cox fails to begin to place equipment within the 60 days, this Agreement is terminated except that Cox shall be liable in an amount equal to the unpaid balance of the charges due and, further, shall continue to be bound by Articles II, IV, XI, XIV, XV, XVII, XVIII, XX, XXI, XXVI and XXVII hereof. For purposes of this Section, Cox's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to SWBT a charge of eight hundred nineteen dollars and eighty-six cents (\$ 819.86) per month for

use of the Premises. During the initial term of this Agreement, the monthly charge will not change except for electrical power which may be changed because of changes in usage, upon thirty (30) days' notice by SWBT.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Interconnector.

4.3 Preparation Charge. (a) The one-time charge for preparing the Premises for use by Cox is estimated to be eighty-nine thousand four hundred nine Dollars (\$89,409.00) ("Preparation Charge"), which consists of two components: (i) the charge, if any, to Cox associated with modifying the Building to provide physical collocation ("Common Charge"), and (ii) the charge associated with preparing the Premises ("Premises Charge"). Of the Preparation Charge eighty-six thousand five hundred ninety-nine Dollars (\$86,599.00) is the estimate for subcontractor charges ("Subcontractor Charges") Exhibit 2.

(b) SWBT will contract for and perform the construction and preparation activities underlying the Preparation Charge, including the Common Charge, the Premises Charge, and the Subcontractor Charges, and any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Building. Subject to an appropriate non-disclosure agreement, SWBT will permit Cox to inspect supporting documents for the Preparation Charge, including the Common Charge (if Cox is the initial physical collocater as used in Section 4.5 or if any of these charges are applied to Cox; (b)) and the Premises Charge, and any Custom Work charge. Any dispute regarding such SWBT charges will be subject to the dispute resolution provisions hereof.

4.4 Payment of Premises Charge. Prior to any obligation on SWBT to start any preparation of the Premises, Cox shall pay SWBT fifty percent (50%) of the Premises Charge quotation and eighty-five percent (85%) of the quotation for any custom work charge to create or vacate any

entrance facility for Cox ("Custom Work"), and shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Premises Charge and any Custom Work charge are due upon completion of the work and acceptance by Cox of the work as ordered, and prior to occupancy by Cox.

4.5 Payment of Common Charge. (a) In addition and prior to any obligation on SWBT to start any preparation of the Building for physical collocation, Cox shall pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and acceptance by Cox of the work as ordered and prior to Cox's occupancy.

(b) If Cox is the first entity to which SWBT provides physical collocation in the Building, Cox shall be responsible for all costs incurred by SWBT associated with the preparation of the Building to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge") to the extent that this preparation is required to provide the space to Cox in accordance with its plans. Thereafter the Initial Common Charge will be prorated and the prorated share refunded to Cox as additional entities use physical collocation in the Building within twelve (12) months of the first billing date of the initial monthly charge for the first physical collocater in the Building, using the following schedule:

<u>Collocator</u>	<u>Initial Common Charge</u>	<u>Refund due each of the prior Collocators</u>
1st	100%	NA
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	0%	0%

To the extent that Cox uses a space other than such initial space, SWBT shall refund to Cox the portion of the Initial Common Charge applicable to Cox based on the relative use of such initial space in a manner consistent with the above methodology and other terms of this Agreement.

(c) No interest will be paid on refunds. Refunds shall be based on the amount of the Initial

Common Charge actually paid by the first physical collocator as shown in the table above.

(d) Notwithstanding the above, SWBT shall have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Initial Common Charge or to remit any amount based upon charges not actually received.

4.6 Payment of Preparation Charge. SWBT is not obligated to start any preparation of the Premises until Cox pays SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of the charges for any Custom Work charge. Such charges shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof as specified in Attachment B. The remainder of the Preparation Charge and any Custom Work charge are due, in accordance with the terms of Attachment B, upon completion of the work and Cox's acceptance of the work as ordered and prior to Cox's occupancy.

4.7 Occupancy Conditioned on Payment. SWBT shall not permit Cox to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges in accordance with Attachment B.

4.8 Subcontractor Charges. Within one hundred twenty (120) days of the completion date of the Premises, SWBT shall perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the estimated costs will be billed to Cox or, alternatively, any actual billings which aggregate to an amount below such Charges will be remitted to Cox.

4.9 Breach Prior to Commencement Date. In the event that Cox materially breaches this Agreement by terminating this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due under this Article, Cox shall be liable in the amount, specified in Attachment B, equal to the non-recoverable costs less estimated net salvage value. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-up Subcontractor Charges, the non-recoverable cost of

installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. In the event SWBT and/or another Interconnector obtains beneficial use of the results of Cox's expenditures within twelve (12) months, the amounts contributing to that result which provides the beneficial use will be returned to Cox.

4.10 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's Oklahoma intrastate tariff late payment provision(s) applicable to access services, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - INTERCONNECTION CHARGES

5.1 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and Cox..

ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT

6.1 Fiber Entrances. Cox shall use single mode dielectric fiber optic cable as a transmission medium to the Premises. Cox shall be permitted no more than two (2) entrance routes into the Building, if available.

6.2 Demarcation Point. SWBT shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between Cox's network and SWBT's network, with each being responsible for maintenance and other ownership obligations and responsibilities on their side of that demarcation point. SWBT anticipates that the demarcation point will be within the point-of-termination frame.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. Except as provided in 7.6, the Premises are to be used by Cox for purposes of locating equipment and facilities within SWBT's central offices to connect with SWBT services and those of other collocators only. Consistent with the nature of the Building and the environment of the Premises, Cox shall not use the Premises for office, retail, or sales purposes. No signage or markings of any kind by Cox shall be permitted on the Building or on the grounds surrounding the Building.

7.2 Equipment List. A list of all of Cox's telecommunications equipment and facilities that will be placed within the Premises is set forth on Exhibit 1 , attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. Cox warrants and represents that Exhibit 1 is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy, which remains uncorrected for thirty days after notification by SWBT, would be a material breach of this Agreement. Cox shall not place or leave any telecommunications equipment or facilities within the Premises beyond those listed on Exhibit 1 without the express written consent of SWBT.

7.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement Cox desires to place in the Premises any telecommunications equipment or facilities not set forth on Attachment A Cox shall furnish to SWBT a written list and description thereof substantially in the form of Exhibit 1 , which is attached and incorporated. Thereafter, in its sole reasonable discretion, SWBT may provide such written consent or may condition any such consent on mutually determined additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both parties of a final list and description, including any applicable charges, this Agreement shall be deemed to have been amended to include the terms

and conditions of the final list and description.

7.2.2 Limitations. The foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities beyond the requirements of the Telecommunications Act of 1996.

7.3 Administrative Uses. Cox may use the Premises for placement of equipment and facilities only. Cox's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that Cox's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. Cox agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, Cox shall surrender the Premises to SWBT, in the same condition as when first occupied by Cox ordinary wear and tear excepted.

7.4 Threat to Network or Facilities. Cox's equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Building, are strictly prohibited. SWBT will provide reasonable notice of any claim of this condition and allow Cox a reasonable mutually acceptable time to affirm the threat and to take corrective action.

7.5 Interference or Impairment. Notwithstanding any other provision hereof and subject to the conditions of §7.4 above, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the Premises, or the Building; impair the privacy of any communications carried in, from, or through the Building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of

this Agreement.

7.6 Interconnection to Other Collocated Interconnectors Within the Building To the extent that SWBT is required by law as of the date of this Agreement to permit such interconnection (and subject to Section 29.18 of the Interconnection Agreement), SWBT will provide the connection between physical collocation arrangements on a time and materials basis whenever the collocated interconnectors cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s) or on a cable tray installed for that purpose. SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on an time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area except to the extent authorized by third parties holding collocation. SWBT will not make the physical connection within the collocator's cage, SWBT will not accept any liability for the cable or the connections and SWBT will not maintain any records concerning these connections.

7.7 Personalty and its Removal. Subject to this Article, Cox may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by Cox in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personalty and may be removed by Cox at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Cox at its expense.

7.8 Alterations. In no case shall Cox or any person purporting to be acting through or on behalf of Cox make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Building without the advance written permission and direction

of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by Cox, provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by Cox in accordance with SWBT's then-standard custom work order process.

ARTICLE VIII - STANDARDS

8.1 Minimum Standards. This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Technical Publication for Physical Collocation dated February, 1997, as may be amended from time to time; (iii) SWBT's Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. These amendments shall not result in costs to be incurred by Cox without Cox's prior agreement. Cox shall strictly observe and abide by each.

8.2 Revisions. Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT initiated revisions shall not result in increased cost to Cox without Cox's mutual agreement.

8.3 Compliance Certification. Cox warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit 1. Cox also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. **DISCLOSURE OF ANY NON-COMPLIANT ITEM ON EXHIBIT 1, PURSUANT TO SECTION 7.2.1, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.**

ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR

9.1 Contact Number. Cox is responsible for providing to SWBT personnel a contact number for Cox's technical personnel who are readily accessible 24 hours a day, 7 days a week.

9.2 Trouble Status Reports. Cox is responsible for providing trouble report status when requested by SWBT.

9.3 Optical Fiber Extension. Cox is responsible for bringing its fiber optic cable to the wire center entrance manhole(s) designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the Cox-provided cable through the cable vault to the Premises. SWBT will inform Cox in writing, on a case-by-case basis, of the length required.

9.4 Regeneration. Regeneration of either DS1 or DS3 signal levels may be provided by Cox, or SWBT under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

9.5 Removal. Cox is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Building. If Cox fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge Cox for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate

for custom work. Further, in addition to the other provisions herein, Cox shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

9.6 Cox's Equipment and Facilities. Cox is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by Cox in the Premises. Cox will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its fiber optic cable(s);
- (b) its equipment;
- (c) required point of termination cross connects;
- (d) point of termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required; and
- (e) the connection cable and associated equipment which may be required within the Premises to the point(s) of termination.

SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.7 Verbal Notifications Required. Cox is responsible for immediate verbal notification to the SWBT Contact of significant outages or operations problems which could impact or degrade SWBT's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided to the SWBT Contact within twenty-four (24) hours.

9.8 Service Coordination. Cox is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

9.9 Testing. Cox is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a Cox -provided facility or piece of equipment. If SWBT testing is also

required, it will be provided at the maintenance of services charges specified in Appendix UNE.

ARTICLE X - QUIET ENJOYMENT

Subject to the other provisions hereof, SWBT covenants that it has full right and authority to permit the use of the Premises by Cox and that, so long as Cox performs all of its obligations herein, Cox may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE XI - ASSIGNMENT

Cox shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of SWBT. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT. Cox shall not permit any third party to jointly occupy the Premises. Provided however, nothing herein shall be interpreted to prohibit Cox from providing telecommunications services.

ARTICLE XII - CASUALTY LOSS

12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

- (i) The Premises are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or
- (ii) The Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and rent shall be proportionately abated while Cox was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall, upon notice to Cox within thirty (30) days following such occurrence, terminate as of the

date of such damage.

Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for Cox and shall include an obligation to repair, restore, rebuild or replace any alterations or improvements made by Cox or by SWBT on request of Cox ; or any fixture or other equipment installed in the Premises by Cox or by SWBT on request of Cox.

12.2. Damage to Building. In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving Cox ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

ARTICLE XIII - RE-ENTRY

If Cox shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice and if Cox is not making a good faith effort to correct the default, or if Cox is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Premises, expel Cox and any claiming under Cox , remove Cox's 's property, forcibly if necessary, and thereupon this Agreement shall terminate, without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by Cox at any time thereafter.

ARTICLE XIV - LIMITATION OF LIABILITY

14.1 Limitation. In addition to the limitation of liability and indemnification provisions of

the Interconnection Agreement the following provisions shall govern performance under this Appendix: With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of SWBT, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Cox for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of Cox or which arise in connection with the use of Cox -provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

The liability of either party for its gross negligence or willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SWBT's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

SWBT shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SWBT for its own act or omission hold liable any other carrier or customer providing a portion of a service.

14.2 Third Parties. Cox acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of Cox s; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging Cox 's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the

degree of culpability of any such Other, and regardless of whether any claimed liability arises in tort or in contract. Cox shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Cox.

ARTICLE XV - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, Cox agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Cox's use of the Premises, conduct of its business or any Cox activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of Cox (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees).

ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. Cox shall be permitted to obtain from SWBT single-line business telephone service for the Premises subject to applicable SWBT tariffs. This does not limit Cox's ability to provide its own telephone service.

16.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for Cox's equipment, in the same manner that it provides such support items for its own equipment within that wire center.

16.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by Cox to access the Premises.

16.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Premises.

ARTICLE XVII - LIMITATION OF ACTIONS; DISPUTE RESOLUTION

Dispute resolution shall be handled in accordance with Section 28.13 of the Interconnection Agreement.

ARTICLE XVIII - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, Cox and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XIX - CONFLICT OF INTEREST

The Cox represents that to its knowledge no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from Cox, or any of Cox's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XX - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XXI - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT: Account Manager - Competitive Provider Account Team

One Bell Plaza, Room 522

Dallas, TX 75202

If to Cox : Jeff Storey

210 Park Avenue, Suite 2640

Oklahoma City, OK 73102

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XXII - COMPLIANCE WITH LAWS

Cox and all persons acting through or on behalf of Cox shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification

and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. Cox further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit 3 and incorporated herein, as may be modified from time to time.

ARTICLE XXIII - OSHA STATEMENT

Cox ,in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which Cox has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of Cox 's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Premises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXIV - INSURANCE

24.1 Coverage Requirements. The Interconnector shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- (1) Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General

Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

- (2) If use of an automobile is required or if the Interconnector is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. The Interconnector hereby waives any rights of recovery against SWBT for damage to the Interconnector's vehicles while on the grounds of the Building and the Interconnector will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Interconnector's employees, contractors, invitees, licensees or agents.
- (3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- (4) Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- (5) Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- (6) All Risk Property coverage on a full replacement cost basis insuring all of the Interconnector's personal property situated on or within the Building or the Premises. The Interconnector releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage